

MEMORANDUM OF UNDERSTANDING
BETWEEN
TERTIARY AND VOCATIONAL EDUCATION COMMISSION
(TVEC)



AND
Skills for Inclusive Growth program (S4IG)
Phase 2



Skills for Inclusive Growth

May 2022 – June 2024



**Memorandum of Understanding
Between
The Tertiary and Vocational Education Commission
And
Skills for Inclusive Growth Program**

Tertiary and Vocational Education Commission is the apex body in the technical and vocational education and training sector under the provisions of the Tertiary and Vocational Education Act No 20 of 1990. Its primary responsibility is policy formulation, planning, quality assurance, coordination and development of tertiary and vocational education in the country, having its registered office at ‘Nipunatha Piyasa’ (3rd Floor), 354/2, Elvitigala Mw, Colombo 05, Sri Lanka. hereinafter called and referred to as “**TVEC**” of the “**FIRST PART**” and represented by its chairman.

AND

The Australian Government funded Skills for Inclusive Growth Program managed by Scope Global (Australia) Pty Ltd (part of the Palladium International Group), located in Lee Hedges Tower, 349,9/1, Galle Road, Colombo 03, Sri Lanka, hereinafter referred to as S4IG of the “**SECOND PART**” and represented by its Team Leader. Australian government, through the Department of Foreign Affairs and Trade (DFAT) to implement the phase 2 S4IG program in Sri Lanka in accordance with the terms of a Subsidiary Agreement signed on 31 March 2022 between DFAT and the Sri Lankan State Ministry of Skills Development, Vocational Training, Research & Innovations.

The parties hereby agree to the following cooperation framework as stipulated in the subsidiary agreement.

Article 1

1. SCOPE

In line with their organizational mandates, the parties agree to cooperate towards the following outcomes:

- 1.1 The national implementation of the TVEC Reasonable Adjustment Circular, Guidelines, and Tools to increase accessibility and skill recognition for people with disabilities, as well as the delivery of a training module to TVEC Assessors.
- 1.2 Create an Inclusion Toolkit for use in Assessor trainings and assessments in at least eight occupations.
- 1.3 Accreditation/Recognition of S4IG-developed training courses/modules in collaboration with the tourism industry, government, and private hospitality-related training institutes.
- 1.4 Registration/Certification of Industry Trainers and Assessors in Foundational Hospitality Skills, Professional cookery and Professional Pastry, Bakery, and confectionary courses.
- 1.5 Recognizing prior learning (RPL) and upskilling existing personnel in the hospitality sector to enhance the skills of chefs and kitchen operations staff.
- 1.6 Create planning tools for all district coordination committees to use to identify skills gaps and eliminate skill mismatches to produce the needed right skills for the present industry needs in the tourist and hospitality sector.
- 1.7 Accredite work-based and online assessment tools developed for Foundational Hospitality skills in the tourism industry, especially in micro, small, and medium firms.
- 1.8 Make room on the TVEC website for online flexible learning opportunities in the tourist and hospitality industries.
- 1.9 Prepared Materials for career advice and guidance to be used across the skills development system to enhance tourism employment and career options. The integration of career guidance materials across the skills development system will be facilitated by TVEC.
- 1.10 Develop public-private partnership models while engaging with the Skills Council to improve the relevance of training and job outcomes for new and existing employees.

This MoU commences as of 24th May 2022 and will expire on 30th June 2024

Article 2:

2. TERM

This MOU shall become effective from date on which it is signed by the parties and shall continue until 30th June 2024.

A detail workplan with expected outcome, Key performance indicators, roles and responsibilities and timeframe is annexed herewith to the MOU.

3. GENERAL

- 3.1 TVEC will appoint a steering committee which will meet monthly initially and quarterly after first 6 months, to implement the above commitments and monitor quality and enable S4IG to work with the steering committee to support effective delivery of this MOU. With S4IG's technical assistance, the steering committee will include promoting awareness of inclusion related initiatives participating in the development of an action plan, distributing actions to relevant parties, collecting data as required and monitoring implementation.
- 3.2 Suggested committee members of the steering committee are key representatives from TVEC, S4IG and line ministry.
- 3.3 S4IG and TVEC will work together in engaging the women and providing the accessibility in the TVEC system – Inclusion Toolkit review and adaptation. S4IG and TVEC agrees to implement inclusive practices in all activities to improve participation of women and other marginalized groups and for each initiative defined in the MoU, activities to improve participation of women, people with disabilities and other marginalized groups will be identified and rolled out (i.e. sourcing, enrolling, providing reasonable adjustments during training and assessment, etc.)
- 3.4 S4IG and TVEC will lead the coordination with other institutions to discuss each respected institution's implementation plans to avoid duplication.
- 3.5 TVEC will be enabled to collect, analyze, store and report results-based performance data and other evidence of progress on a regular basis. To achieve this purpose S4IG will support the development of specific monitoring tools and methods as needed, and will collaborate to conduct baseline studies, analyze the context for successful performance. S4IG & TVEC will jointly participate in field monitoring visits and learning events to share qualitative insights on case studies and stories of change.

- 3.6 S4IG will work with the TVEC's media and marketing unit to build their capacity to do social marketing, digital content creation; creating marketing leaflets; digital awareness programs; calendar of events which focus more on women and people with disabilities.
- 3.7 Both parties agree to collaborate on promoting awareness relating to the subject matter contained herein and agree to allow either party to publish awareness material that has been pre-approved in writing. Each Party authorizes the other to use its name, logo and/or trademark with notice to or consent by such Party, in connection with certain promotional materials that may disseminated to the public from time to time in connection with subject matter contained herein. Such promotional and awareness material shall include but not be limited to brochures, videos, internet websites, press releases, advertising in newspaper and/or other periodicals.
- 3.8 TVEC will lead to commemorate National Level events (Skills Day, International Women's Day and other relevant events) along with the State Ministry of Skills Development, Vocational Education, Research & Innovations identifying where outcomes from this MOU can be showcased.
- 3.9 Technical and the human resources arrangements will be discussed and agreed by both parties on an activity-by-activity basis within the framework and principles set forth in this MOU. Both parties will commit to work collaboratively in each of the specified areas of intervention contained in this MOU. According to the subsidiary agreement Australian Government has with the Govt. of Sri Lanka; both parties' resources will be shared and be mutually agreed. A specific budget will be prepared and approved by TVEC and S4IG to effectively implement this MOU. Procurement will be done in collaboration with TVEC and S4IG.
- 3.10 S4IG will assist TVEC to create International Standard curricula and learning materials as appropriate by agreement between both parties. S4IG scope of operations is limited by a bi-lateral agreement between government of Sri Lanka and Australia to supporting the tourism value chain in Sri Lanka.
- 3.11 Each Party agrees to keep confidential all information it receives or is disclosed to it by another Party to this MoU unless agreed by both parties for public release.
- 3.12 No Party will be liable to another Party for indirect or consequential loss arising out of or in connection with or related to this MoU.
- 3.13 This MoU and all annexures and any additional documents referenced will constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this MoU is hereby superseded.

- 3.14 S4IG may terminate or suspend the whole or part of this MoU where a direction is made by the Australian government (through its Department of Foreign Affairs and Trade) or the Head Contract is terminated or suspended. The Head Contract is the agreement which the S4IG has in place with the Australian government which facilitates the funding of the S4IG Program and its Skills Development Fund.
- 3.15 Tertiary and Vocational Education Commission (TVEC) may terminate or suspend the whole or part of this MoU where a direction is made by the Sri Lankan government, Ministry of Skills or the TVEC Board.
- 3.16 S4IG and TVEC agree on a responsibility allowance (reporting, providing information for Monitoring Evaluation Learning and Research (MELR) system and data gathering purposes using agreed templates) payment of maximum 8% of the total spending of allocated program cost under this MOU.

4. TERMINATION

- 4.1 This MOU shall be amended by mutual agreement of both parties and evidenced in writing and signed by the authorized individual[s].
- 4.2 This MOU may be terminated by either party by giving the other party thirty (30) days' notice in writing.


5. DISPUTE RESOLUTION

The sequential procedure that is to be followed to resolve dispute as follows,

- 5.1 If a dispute arises, the aggrieved party shall give written notice to the breaching party requiring that to the said dispute be resolved in good faith, within thirty (30) days of the breaching party receiving the notice of dispute from the aggrieved party.
- 5.2 If the dispute is not resolved by negotiation as aforesaid, the aggrieved party may seek legal redress under the laws of the Democratic Socialist Republic of Sri Lanka.

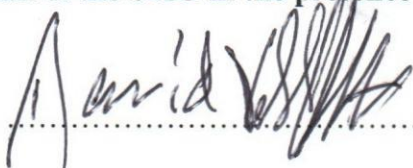
IN WITNESS whereof, the parties hereto have duly executed this MOU in Colombo on this 24th of May 2022

Signed for and on behalf of the TERTIARY and VOCATIONAL Education COMMISSION (TVEC) in the presence of:

Signature : 
Name : Dr. K. A. Lalithadheera
Designation : Director General – Tertiary and Vocational Education Commission (TVEC)

Dr. K. A. Lalithadheera
Director General
Tertiary & Vocational Education Commission
"Nipunatha Piyasa"
3rd Floor, No. 354/2, Elvitigala Mawatha,
Colombo 03.

Signed for and on behalf of the S4IG in the presence of:

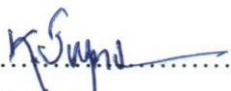
Signature : 
Name : Mr. David Ablett
Designation : Team Leader, Skills for Inclusive Growth

Skills for Inclusive Growth
National Office
Lee Hedges Tower
349, 9/1, Galle Road
Colombo 03
(T) +94 11 257 4001

WITNESS Signed for and on behalf of the TVEC in the presence of:

Signature : 
Name : Manjula Vidunapathirana
Designation : Director

WITNESS Signed for and on behalf of the S4IG in the presence of:

Signature : 
Name : K. Sanyasir
Designation : Deputy Team Leader S4IG